

EQUIPMENT SALES AGREEMENT

THIS EQUIPMENT SALES AGREEMENT (“Equipment Agreement”) is made effective as of the 25th day of December 2018, by and between WYZE RADIO, INC., a Georgia corporation (“Seller”), and NEW GROUND BROADCASTING, LLC, a Georgia limited liability company (“Buyer”). Seller and Buyer are sometimes individually referred to in this Agreement as a “Party” and collectively as the “Parties.”

WITNESSETH

WHEREAS, Seller desires to convey certain Equipment used in connection with the broadcast AM station WYZE (FCC Facility ID No. 24145) (the “Station”);

WHEREAS, Buyer desires to receive and own the Equipment, listed in Schedule 1(a), under the terms and conditions stated herein;

WHEREAS, Buyer and Seller will also enter into a separate Asset Purchase Agreement for the sale and assignment of the Station’s Federal Communications Commission license and certain other assets;

WHEREAS, this Equipment Agreement is not contingent upon the consummation of the above-referenced Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is hereby agreed as follows:

1. **Sale.** Seller hereby sells to Buyer and Buyer hereby purchases from Seller, the equipment listed in Schedule 1(a) (hereinafter, the “Equipment”). The Equipment is located at 1111 Blvd SE Atlanta, Georgia 30312 (the “Equipment Site”). Notwithstanding the foregoing, excluded equipment shall be any equipment listed in Schedule 1(b) (the “Excluded Equipment”). Consummation of this Equipment Agreement will be evidenced by a Bill of Sale to be executed by Seller and delivered to Buyer upon receipt of the Purchas Price.

2. **Purchase Price.** The purchase price for the Equipment shall be Thirty Thousand Dollars (\$30,000) (the “Equipment Purchase Price”), which Buyer shall deliver to Seller on before January 7, 2019 via cashier’s check or other form of immediately available funds.

3. **Condition of Equipment.** The Equipment is sold by Seller to Buyer “AS IS, WHERE IS” with no representations whatsoever except to title. Upon the execution of this Equipment Agreement by both Seller and Buyer, Seller shall have no further obligation related to the Equipment.

4. Removal of Equipment from Site. Buyer shall remove, at its sole expense, the Equipment from the Equipment Site not later than January 28, 2019.

5. Notices. All notices required or permitted to be given under the provisions of this Equipment Agreement shall be in writing, delivered by personal delivery, or sent by commercial delivery service or certified mail, return-receipt requested. Properly made notices shall be deemed to have been given on the date of personal delivery, or the date set forth in the records of the delivery service or on the return-receipt. Notices shall be addressed as follows:

If to Seller: WYZE Radio, Inc.
 1955 Cliff Valley Way NE
 Suite 200
 Atlanta, GA 30329-2437

With a copy (which shall not constitute notice) to:
 Matthew H. McCormick, Esq.
 Fletcher, Heald & Hildreth, P.L.C.
 1300 North 17th St., 11th Floor
 Arlington, VA 22209

If to Buyer: Ray Neal
 New Ground Broadcasting, LLC
 5930 Creekside Dr.
 Rex, GA 30273

With a copy (which shall not constitute notice) to:
 Michael Richards
 P.O. Box 5842
 Takoma Park, MD 20913

6. Governing Law. This Equipment Agreement shall be governed, construed and enforced in accordance with the laws of the State of Georgia, without regards, however, to the choice of law provisions thereof which may direct the application of the laws of another jurisdiction.

7. Entire Agreement. This Equipment Agreement, the Schedules hereto, and all documents, certificates, and other documents to be delivered by the Parties pursuant hereto collectively represent the entire understanding and agreement between Seller and Buyer with respect to the subject matter of this Equipment Agreement. This Equipment Agreement supersedes all prior negotiations among the Parties and cannot be amended, supplemented, or changed except by an agreement in writing that makes specific reference to this Equipment

Agreement and that is signed by the Party against which enforcement of any such amendment, supplement, or modification is sought

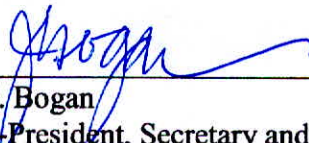
8. Counterparts. This Equipment Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. Executed copies of this Equipment Agreement transmitted by facsimile or other electronic means shall be valid and binding.

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SIGNATURES APPEAR ON FOLLOWING PAGE]**

SIGNATURE PAGE FOR EQUIPMENT SALES AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER: WYZE RADIO, INC.

By: 

Jacob E. Bogan
Its Vice-President, Secretary and Treasurer

BUYER: NEW GROUND BROADCASTING, LLC

By: _____
Ray Neal
Managing Member

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Ray Neal
Managing Member

Table of Schedules

1(a) Equipment List

1(b) Excluded Items

Schedule 1(a)

WYZE Equipment List (12/07/2018)

1. Nautel XR12 transmitter
2. Orban 9200 optimod
3. Sine Systems – rack adaptor
4. Aphex antenna meter
5. RDS Replicator computer
6. RDS Phantom computer
7. 2 - R55E consoles
8. 5 - Shure SM78 microphones
9. Sage digital EAS ender
10. 2 - Tascam CD players
11. Sony cassette deck
12. Windows XP music scheduling computer and software
13. CD music library
14. Miscellaneous office furniture and equipment

Schedule 1(b)

Excluded Items

1. Nautel 5kw transmitter
2. Altronic Research Inc. dummy load box
3. Arbitron/Nielsen encoding equipment
4. Radio station tower